



July 13, 2012

TO: Mayor and Members of Council

FROM: Denise Turner Roth, City Manager *DR*

SUBJECT: Items for Your Information

IFYI HIGHLIGHTS

- Thermal Imaging Cameras Grant
- Fire Apparatus Grant
- RFP: Recovered Recyclables Update
- Water/Sewer Trust Fund Agreement

July 17, 2012 City Council Meeting Agenda Items

- Agenda Item #24: 2012 Assistance to Firefighters Grant for Thermal Imaging Cameras

Attached is a memorandum from Grants Manager Susan Crotts, dated July 9, 2012, regarding a Fire grant for thermal imaging cameras that will require matching funds of \$14,000. This item will be on the July 17, 2012 Council agenda for Council's approval.

- Agenda Item #25: 2012 Assistance to Firefighters Grant for Fire Apparatus

Attached is a memorandum from Grants Manager Susan Crotts, dated July 9, 2012, regarding a Fire grant for fire engine apparatus that will require matching funds of \$100,000. This item will be on the July 17, 2012 Council agenda for Council's approval.

Update on Processing and Marketing of Recovered Recyclables RFP

Attached is a memorandum from Field Operations Director Dale Wyrick, dated July 13, 2012, providing an update on the evaluations of proposals that were received for the Request For Proposal (RFP) #11-12: Processing and Marketing of Recovered Recyclables.

Water Sewer Trust Fund Agreement

Attached is a memorandum from Associate General Counsel Tom Carruthers, dated July 12, 2012, regarding the termination and disbursement of the Water and Sewer Trust Fund. Also attached is a copy of the proposed agreement.

Contact Center Feedback

Attached is the weekly report generated by our Contact Center for the week of July 2, 2012 through July 8, 2012.

Small Group Meetings

For the week of June 29, 2012 through July 5, 2012, there were no small group meetings between City Staff and [more than two but less than five] Councilmembers.

Library Incident and Internet Usage Report

Attached are the Library Incident Report and the Internet Usage Report for April 1, 2012 through June 30, 2012.

Zoning Commission Meeting

Attached are the results from the July 9, 2012, Zoning Commission Meeting.

DTR/mm

Attachments

cc: Office of the City Manager
Global Media



July 9, 2012

TO: Denise Turner Roth, City Manager

FROM: Susan Crotts, Grants Manager and Centralized Contracting Division Manager

SUBJECT: 2012 Assistance to Firefighters Grant Application for Thermal Imaging Cameras Approval Request

Per the City's Grant Policy, grant applications requiring match funds require City Council authorization. The Fire Department applied on July 6, 2012, for a \$70,000 grant in Federal funds administered through the Assistance to Firefighters Grant (FEMA). The project budget totals \$70,000.00 and requires a \$14,000 match in City funds. The grant funds will support the purchase of seven (7) additional thermal imaging cameras used in front line emergency response and assist with civilian rescue, firefighter safety and overall fire ground performance.

The match funds are available for purchase of the seven thermal imaging cameras in the current budget year. If the grant is awarded, the City's \$14,000 match will leverage \$56,000 to support the fire safety goals.

A request for City Council approval will be submitted for the July 17, 2012 meeting. Additional information will be provided in the Council agenda packet. Please contact Chief Grayson at 373-2356 if you have questions in advance of the agenda publication.

AS/SC

cc: Greensboro Fire Chief Greg Grayson



July 6, 2012

TO: Denise Turner Roth, City Manager

FROM: Susan Crotts, Grants Manager and Centralized Contracting Division Manager

SUBJECT: 2012 Assistance to Firefighters Grant Application for Fire Apparatus Approval Request

Per the City's Grant Policy, grant applications requiring match funds require City Council authorization. The Fire Department applied on July 6, 2012, for a \$500,000 grant in Federal funds administered through the Assistance to Firefighters Grant (FEMA). The project budget totals \$500,000 and requires a \$100,000 match in City funds. The grant funds will support the purchase of a fire engine which will immediately improve emergency response and be located at Fire Station 57, located on Mount Hope Church Road.

The match funds are available for the fire engine through existing Bond Funds. If the grant is awarded, the City's \$100,000 match will leverage \$400,000 to support the fire safety goals.

A request for City Council approval will be submitted for the July 17, 2012 meeting. Additional information will be provided in the Council agenda packet. Please contact Chief Grayson at 373-2356 if you have questions in advance of the agenda publication.

AS/SC

cc: Greensboro Fire Chief Greg Grayson

Field Operations Department
City of Greensboro



July 13, 2012

TO: Denise Turner Roth, City Manager

FROM: Dale Wyrick, P.E., Field Operations Director

**SUBJECT: Update on RFP #11-12: Processing and Marketing of
Recovered Recyclables for the City of Greensboro**

The following is an update on the evaluation of proposals received in response to Request for Proposals (RFP) #11-12 Processing and Marketing of Recovered Recyclables. As a reminder, the proposing companies are as follow:

- FCR Greensboro, LLC (d/b/a "ReCommunity")
- Sonoco Recycling, LLC
- Tidewater Fibre Corporation (d/b/a TFC Recycling)
- Waste Management of Carolinas, Inc.

All proposals are posted on the Request for Proposals page on the Field Operations website today. The link to that site is <http://www.greensboro-nc.gov/index.aspx?page=576>.

HDR Engineering, Inc. of the Carolinas will be presenting a comparison of these offerings to the City Council at its July 24, 2012, Council Work Session. Per your direction, I will also place an agenda item for vendor selection on the August 6, 2012 City Council Meeting. Once a vendor is selected, I would anticipate contract negotiations to be completed within 30-45 days, with a contract initiation date around mid-September or early-October, 2012.

I would like to bring to your attention the attached June 19, 2012, letter from HDR's Robert J. Rella disclosing HDR Engineering's relationships with the proposers to RFP #11-12. City Attorney Mujeeb Shah-Khan has reviewed this letter and found there is no conflict of interest for HDR Engineering, Inc. even with its relationship with Waste Management and the proposing companies.

Finally, our City Attorney will be contacting representatives of the proposing companies to remind them to have no contact with elected or appointed officials as we continue this process to its conclusion. The no contact provision is in Section 2.6 within the RFP document.

If further information is required, please advise.

DDW
Attachment



June 19, 2012

Mr. Dale Wyrick, PE
Field Operations Director
401 Patton Ave.
Greensboro, NC 27406

Re: Greensboro Processing and Marketing of Recovered Recyclables - RFP #11-12
Request for Information

Dear Mr. Wyrick:

This letter is provided in response to the request made by the City Attorney's office regarding HDR Engineering's relationships, and particularly HDR's proposal evaluation team's relationships, with the bidders that responded to the City's Request for Proposals #11-12 related to the processing and marketing of recovered recyclables.

Over the past decade or so, HDR has been ranked either #1 or #2 in Solid Waste by *Engineering News Record*. This publication compiles a national ranking of firms based on fees earned in the prior year for a particular business service line. HDR is proud of our high ranking because it signifies us as one of the largest and most experienced service providers in the solid waste industry.

Our business is comprised of both private and public clients, such as the City of Greensboro. The distribution of our revenue from this client base is approximately 10-15% private, 85-90% public. Being one of the largest solid waste consulting and engineering firms, our private client base does include the major solid waste management companies in the Country. This includes such companies as Republic Services, Waste Management, Veolia Waste Services, Waste Industries and other smaller corporations nationally.

In response to your specific request related to contracted work with the bidders for the processing and marketing of recovered recyclables RFP, we disclose the following:

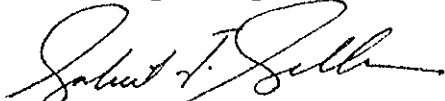
- We have not worked for or with any of the proposers as listed below:
 - FCR Greensboro LLC dba ReCommunity
 - Sonoco Recycling
 - Tidewater Fibre Corporation dba TFC Recycling
 - Waste Management of Carolinas Inc.
- As a company, we have a national agreement with Waste Management, Inc. (WMI), however, we have no contractual relationship with WMI in the State of North Carolina.

Mr. Dale Wyrick
June 19, 2012
Page 2 of 2

Hopefully this is responsive to your request. Should you need any additional information, please feel free to contact me.

Respectfully submitted,

HDR Engineering, Inc. of the Carolinas



Robert J. Rella, PE, SVP

National Practice Leader -- Solid Waste Facilities

cc: Denise Turner-Roth, Interim City Manager
Mujeeb Shah-Khan, City Attorney

HDR Engineering, Inc. of the Carolinas

Office of the City Attorney
City of Greensboro



July 12, 2012

TO: Denise Turner Roth, City Manager

FROM: Tom Carruthers, Associate General Counsel

SUBJECT: Termination of Water and Sewer Trust Fund

The City and County legal departments finalized the agreement to terminate and disburse the Water and Sewer Trust Fund ("Trust Fund"). The proposed agreement, to be presented to the County Commission on July 19, is attached. The balance of the Trust Fund is \$27,447,634. On May 1, 2012, Council agreed to fund one half of the anticipated costs of the water and sewer installations in the Forest Oaks Estates and Lynnwood Lakes subdivisions contingent upon the County agreeing to utilize the remaining funds for the Eastern Area sewer expansion.

The Trust Fund contains \$6,371,475 earmarked for current projects. These are broken down as follows: Koury, \$349,648; GTCC, \$2,517,859; Forest Oaks Estates, \$2,043,084; and Lynnwood Lakes, \$1,460,884. These balances may decline as the County pays bills due on these projects.

The balance of the Trust Fund, after deducting current projects is \$21,076,159, with the City and County having a \$10,538,079 share. The City has held \$1,188,021 of its share of this money since the 2010 termination of the Water and Sewer Trust Fund Agreement. The City is also earmarking \$750,000 of its share to fund water and sewer infrastructure pursuant to the City of Greensboro Policy on Water and Sewer Services. The County will fund an additional \$1,302,694 in Lynnwood Lakes improvements from a portion of their funds. The remaining Trust Funds, \$17,835,444 in total, will fund the Eastern Area installation. Total cost of this project is estimated to be \$22,488,620. The City will fund any cost overruns for the current projects and the Eastern Area installation.

Upon execution of this agreement, the County will transfer to the City the entire balance of the Trust Fund to be utilized as detailed in the agreement and summarized above. The City will update the County quarterly as to the expenditures from this fund.

The Guilford County Board of Commissioners is scheduled to consider this agreement at their July 19, 2012 meeting. If the County adopts the Termination Agreement, the City Council will be asked to consider approving the agreement in August. Attached is the proposed agreement.

TDC
Attachment

cc: S. Mujeeb Shah-Khan, City Attorney

**TERMINATION AGREEMENT FOR
REVISED CITY AND COUNTY WATER AND SEWER LINE AGREEMENT**

THIS TERMINATION AGREEMENT (hereafter the "Termination Agreement") is made on _____, 2012 between the CITY OF GREENSBORO, a municipal corporation of the State of North Carolina, (hereafter the "City") and GUILFORD COUNTY, North Carolina, a political subdivision of the State of North Carolina, (hereinafter called the "County").

WITNESSETH

THAT WHEREAS, on the 15th day of May, 2007, the City Council of the City of Greensboro and on the 17th day of May, 2007 the Board of Commissioners of Guilford County respectively authorized a Revised City and County Water and Sewer Line Agreement (hereafter the "Agreement") between the City and the County relative to the construction and installation of water and sewer lines within a mutually agreed upon service area located outside the corporate limits of Greensboro; and

WHEREAS, this Agreement replaced and superseded the previous Consolidated Water and Sewer Line Agreement dated May 20, 1968 and the subsequent seventeen amendments thereto and numerous amendments to the service area;

WHEREAS, on June 21, 2010, the City notified the County of its decision to terminate the Agreement pursuant to the terms therein. The date of termination was set at December 31, 2010;

WHEREAS, by execution of this Termination Agreement, the City and County hereby agree to which projects remain to be completed, the amount these projects will be funded, and the disbursement of these funds under this Termination Agreement;

WHEREAS, Cherry, Bekaert & Holland, L.L.P. performed an independent review of the Schedule of Revenues, Expenditures, Other Financing Sources and Fund Balance for the Joint Water and Sewer Trust Capital Projects Fund from inception and through the year ended December 31, 2010;

THEREFORE, for and in consideration of the mutual covenants, terms and conditions contained in this Termination Agreement herein accruing to the benefit of each of the respective parties hereto and other good and valuable consideration, receipt and sufficiency of which is acknowledged by the City and the County, the parties agree as follows:

1. That the City and County hereby agree to terminate the Revised City and County Water and Sewer Line Agreement (hereafter the "Agreement"). The date of this termination shall be December 31, 2010. This Termination Agreement hereby shall set out the mutual covenants, terms and conditions for this termination. Should any provision of this Termination Agreement conflict with the Agreement, the terms of this Termination Agreement shall control. The current balance of the Trust Fund, as indicated in Exhibit A, is \$27,447,634.
2. That the City and County have previously authorized by their respective governing councils and boards funding for construction projects under the Agreement. That the City and County reaffirm pursuant to this Termination Agreement funding for construction projects attached as

Exhibit A and incorporated thereby. The funding amounts of these projects as indicated in Exhibit A may differ from the original resolutions of the respective governing councils and boards. The funding levels of the projects listed in Exhibit A shall control. Only the projects and the funding identified thereto in Exhibit A will continue. Any and all projects and the funding of these projects previously agreed or acquiesced to by the City and County under the Agreement and which are not listed in Exhibit A are hereby closed and/or no longer eligible for funding.

3. That pursuant to the Agreement the County maintains the Joint Water and Sewer Trust Capital Projects Fund (Trust Fund) where deposits by the City and County are made pursuant to the Agreement and where disbursements are made by the County pursuant to the Agreement. No additional deposits shall be made by the City or County pursuant to the Agreement or any previous agreements or obligations. The City retained an outside auditor, the firm of Cherry, Bekaert & Holland, L.L.P. (CB&H), to determine the fund balance and to determine whether the funds were properly allocated pursuant to the Agreement. The CB&H Report dated December 21, 2011 has been reviewed and accepted by the City and the County subject to minor modifications. Exhibit A lists the fund balance and the utilization of the funds remaining. The City and County accept the balance and division of funds as indicated by Exhibit A. If the funding amounts in Exhibit A differ from CB&H Report dated December 21, 2011, the funding amounts of Exhibit A shall control. Exhibit A also contains the amount of monies to be paid by the County from its exclusive fund balances (referred to as "County general funds", and "Bonds"), and obligates the County to pay these amounts on these projects as required by the applicable bid award or construction schedule.
4. The unencumbered balance of the Trust Fund, as indicated in Exhibit A is \$21,076,159. The City's share of the unencumbered Trust Fund is one-half of the remaining balance or \$10,538,080. This will be adjusted for payments due to the County in the amount of \$1,188,021 for a net distribution to the City of \$9,350,059. This amount will be reduced by \$750,000 to fund water and sewer infrastructure pursuant to the City of Greensboro Policy on Water and Sewer Services. The balance of this fund, \$8,600,059 will be used for the Eastern Area Sewer Plan. A check in this amount of \$9,350,059 will be delivered to the City by the County upon execution of the Termination Agreement by our respective boards.
5. The County's share of the unencumbered Trust Fund, one-half of the remaining balance, is \$10,538,079. The County will fund additional Lynnwood Lakes Sewer (Phase I) improvements from a portion of their funds, in the amount of \$1,302,694, resulting in a net amount to be distributed to the County of \$9,235,385. This amount will be earmarked by resolution of our respective boards for the Eastern Area Sewer Plan. A check in this amount of \$9,235,385 will be delivered to the City by the County upon execution of the Termination Agreement by our respective boards.
6. The County shall also pay to the City all unexpended Trust Funds earmarked for previously authorized projects as set out in Exhibit A. The total of the funds are \$7,674,169. This is broken down as follows: Koury, \$349,648; GTCC, \$2,517,859; Forest Oaks Estates, \$2,043,084; and Lynwood Lakes, \$1,460,884 + \$1,302,694 = \$2,763,578.) These balances may decline as the County pays bills due on these projects in accordance with the current

Agreement. The remaining unexpended balances from these total amounts shall be paid to the City upon execution of the Termination Agreement by our respective boards. Upon these disbursements the Joint Water and Sewer Trust Capital Projects Fund shall be closed, except to the extent necessary to implement this Agreement. The City shall provide quarterly reports to the County that will provide financial information as well as the status of project construction.

7. Pursuant to this Termination Agreement, a total of \$17,835,444 will be applied to the estimated cost of the Eastern Area Sewer Plan of \$22,488,620. The City will accept the burden of funding the additional amount to be required by this plan as well as of the projects listed in Exhibit A herein. Should the Eastern Area Sewer Plan cost less than \$17,835,444 paid pursuant to this Termination Agreement, or not be constructed, or should the projects listed in Exhibit A cost less than \$15,769,909 the remaining funds shall be divided between the City and the County in an amount proportionate to the amount of trust funds paid by each party. The proposed upgrades and new construction anticipated by the Eastern Area Sewer plan are detailed in Exhibit B attached hereto and incorporated thereby.
8. The City and the County have begun a process of reviewing planning requirements and procedures for those areas identified by the City as having significant planning interest to the City with the intent of creating an agreement regarding the future planning needs for those areas. This planning review process is deemed to satisfy the planning condition referenced in the May 1, 2012 Resolution adopted by the City.
9. Entire Agreement and Amendment. This Termination Agreement contains the entire agreement regarding the matters set forth herein. This Agreement shall not be modified or amended except by an instrument in writing signed by an authorized representative of the parties herein.
10. Governing Law. This Termination Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina.
11. Severability. If, after the date hereof, any provision of this Termination Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future law, the remaining provisions of this agreement shall be fully enforceable.

IN WITNESS THEREOF, the parties have executed this Release as of the day and year first written above.

[SIGNATURE PAGES FOLLOW]

ATTEST:

THE CITY OF GREENSBORO

By: _____

By: _____

City Clerk

Robbie Perkins, Mayor

APPROVED AS TO FORM .

THIS INSTRUMENT HAS BEEN PREAUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL
CONTROL ACT.

By: _____

City Attorney

By: _____

City Finance Officer

ATTEST:

GUILFORD COUNTY

By: _____

Clerk to Board

By: _____

Skip Alston, Chairman

THIS INSTRUMENT HAS BEEN PREAUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL
CONTROL ACT.

By: _____

County Finance Director

Exhibit A

Amount remaining in the Joint Water and Sewer Trust Capital Project Fund
\$27,447,634.00

Less Water and Sewer trust funds to be used on approved projects:

1. Koury Project \$ 349,648.00

2. GTCC Campus Water & Sewer Project
Total Project Cost - \$1,000,000 County general funds*
2,517,859 Trust Funds \$2,517,859.00
\$3,517,859

3. Forest Oaks Estates Water & Sewer Project
Total Projected Cost

| <u>Water</u> | <u>Sewer</u> | <u>Total</u> | |
|----------------|-----------------|------------------|----------------------|
| \$ 688,638.00 | \$ 730,656.00 | = \$1,419,294.00 | Bonds* |
| \$ 459,238.00 | \$ 1,583,846.00 | = \$2,043,084.00 | Trust \$2,043,084.00 |
| \$1,147,876.00 | \$ 2,314,502.00 | = \$3,462,378.00 | Total Cost |

4. Lynwood Lakes Water & Sewer Project

| <u>Water</u> | <u>Sewer</u> | <u>Total</u> | |
|----------------|-----------------|------------------|----------------------------|
| \$1,460,885.00 | \$ 4,215,561.00 | = \$5,676,446.00 | Bonds* |
| \$1,460,884.00 | | = \$1,460,884.00 | Joint Trust \$1,460,884.00 |
| | \$ 1,302,694.00 | = \$1,302,694.00 | Co. Share Trust |
| \$2,921,769.00 | \$ 5,518,255.00 | = \$8,440,024.00 | Total Cost |

***County general funds" and "Bonds" shall be held by the County and shall be paid by County to the City in the amounts indicated herein on the projects listed herein as dictated by the applicable bid award or construction schedules. To the extent practicable, if any county general funds and bond funds are to be used they shall be paid out first.

Total earmarked Trust Funds.
\$ 6,371,475.00

Total to be expended from Trust Fund for the previously authorized projects listed herein.
\$7,674,169.00

Balance remaining
\$21,076,159.00

Exhibit B

Estimated costs for the Eastern Area Projects

- Stewart Mill Road Lift Station and Forcemain (less Terrapin Ridge Subdivision land acquisition costs)
\$7,725,000
- I-40 Gravity Sewer and Forcemain Crossing for Stewart Mill Road LS (Part of Project Stingray)
\$1,752,712
- Rock Creek Lift Station and Forcemain
\$4,012,708
- Young's Mill Road lift Station and Outfall (includes current preliminary design costs)
\$8,998,200

Total Cost Estimate - \$22,488,620

**Public Affairs
Contact Center Weekly Report
Week of 7/2/12 - 7/8/12**

Contact Center

4510 calls answered this week

Top 5 calls by area

Water Resources

Balance Inquiry – 1039
New Sign up – 179
Cutoff Requests – 146
Bill Extension – 137
General Info – 131

Field Operations

Bulk Guidelines – 83
E-Waste Collection – 76
HHW/Landfill/Transfer – 73
Repair Can/Garbage – 71
No Service/Garbage – 61

All others

Police/Watch Operations – 168
Police Records – 78
Privilege License – 73
Tax Department – 28
Courts – 27

Comments

We received a total of 3 comments this week:

Field Operations – 2 comments:

- I am glad our community does have some sort of a recycling plan. However, I was disappointed to see with the contest mailing plastic bags are not recycled. Now more than ever, residents in a large community are going to be pouring all the plastic bags into the ground. I was very disappointed to see Archdale and Walnut Cove have a plan in place and Greensboro does not. Does our city plan to be as proactive as the two communities I mentioned?
- Resident wants to thank the drivers on Shady Lawn that helped him pick up his trash. The bags were too heavy and they broke. The drivers saw that there was a mess and came back to help.

Water Resources – 1 comment:

- Disappointed that water rates went up so much for outside customers. She is on a fixed income and this is a real burden for her. In such difficult times, it is hard to believe we would do this.

Overall

Calls about privilege licenses remained steady last week. Call volume was busy through the end of the week due to the City being closed on Wednesday in observance of the Fourth of July holiday.

Greensboro Public Library Internet Usage Statistics
Fourth Quarter Report
9:00 am 4/1/2012 – 9:00 pm 6/30/2012

Background Information:

- Number of overall web hits – 100% of web hits for the period in question – 401,557,451
- Number of hits on the porn category – (percent)
136,409 (.03%) three hundredths of one percent
- Number of Computer Users
146,942

| <i>Breakdown by Month</i> | <i>Overall Web Hits</i> | <i>Hits on Porn Category</i> | <i>% Hits on Porn</i> | <i>Number of Computer Users</i> |
|--------------------------------------|------------------------------------|---|------------------------------|--|
| <i>April</i> | 125,362,091 | 46,446 | 0.04% | 45,569 |
| <i>May</i> | 140,715,855 | 48,172 | 0.03% | 48,952 |
| <i>June</i> | 135,479,505 | 41,791 | 0.03% | 52,421 |
| <i>Total</i> | <i>401,557,451</i> | <i>136,409</i> | <i>0.03%</i> | <i>146,942</i> |

Greensboro Public Library
Library Incident Report By Category
April thru June, 2012

| Incidents by Category | Central | Benjamin | Glenwood | Hemphill | Kathleen Clay | McGirt-Horton | Vance Chavis | # of Incidents | # of Bans |
|------------------------------|----------------|-----------------|-----------------|-----------------|----------------------|----------------------|---------------------|-----------------------|------------------|
| Accident | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Assault | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Alcohol | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 |
| Bomb Threat | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Communicating Threat | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Computer Misuse | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Customer Complaint | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 2 | 0 |
| Disorderly Conduct | 21 | 0 | 3 | 5 | 0 | 3 | 9 | 41 | 31 |
| Drug Paraphernalia | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Eating | 1 | 0 | 3 | 0 | 0 | 0 | 0 | 4 | 4 |
| Fire | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Indecent Behavior | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 2 |
| Littering | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Loitering | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Lost Property | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 |
| Medical | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 |
| Missing Person | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Panhandling | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Pornography | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | 7 |
| Potential Problem | 6 | 0 | 1 | 0 | 0 | 1 | 0 | 8 | 1 |
| Sleeping | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 8 |
| Smoking | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 |
| Theft | 12 | 0 | 0 | 3 | 0 | 0 | 1 | 16 | 7 |
| Trespassing | 5 | 0 | 1 | 0 | 0 | 0 | 0 | 6 | 6 |
| Unattended Child | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 2 |
| Vandalism | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 1 |
| Weapons | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 20 | 20 |
| Warrant | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 |
| Grand Total | 95 | 1 | 9 | 8 | 0 | 5 | 10 | 128 | 90 |

| | |
|---------------------------|--|
| ZONING COMMISSION RESULTS | |
|---------------------------|--|

MEETING OF JULY 9, 2012

| AGENDA ITEM | REQUEST/LOCATION | **PROPOSED USE * (Not binding if not stated as a condition) | ACTION/VOTE | STAFF RECOMMENDATION | STATUS | SPEAKERS |
|-------------|---|---|-------------|-------------------------|--------------------------|------------------|
| Z-12-07-001 | C-M to CD-RM-18 | A maximum of 132 multi-family dwelling units | Approved | Approval | Final unless appealed | 1 for; 0 opposed |
| | 3621 Belmont Street | | 6 to 0 | | | |
| | Joseph P. Leonard for Melos Investments US Inc | | | | | |
| Z-12-07-002 | R-3 to CD-RM-18 | A maximum of 60 multi-family dwelling units | Denied | Denial | Final unless appealed | 1 for; 6 opposed |
| | 4604 and 4608 North Church Street | | 6 to 0 | | | |
| | Stewart Wimberley Enterprises, LLC for Ricky B. Estridge and Herman M. Estridge | | | | | |
| Z-12-07-003 | CD-HI to LI | All uses allowed in the LI (Light Industrial) zoning district | Approved | Approval | Final unless appealed | 1 for; 0 opposed |
| | 8303 Triad Drive | | 6 to 0 | | | |
| | Joe Batchelor for Rockpile Properties LLC. | | | | | |
| Z-12-07-004 | R-5 to CD-RM-8 | A child day care center or a single-family dwelling | Approved | Approval | Final unless appealed | 2 for; 0 opposed |
| | 2907 Holmes Road | | 6 to 0 | | | |
| | Wanda Hobson for MTM Property LLC. | | | | | |
| Z-12-07-005 | LI and C-M to CD-C-M | All uses allowed in the C-M (Commercial-Medium) zoning district except convenience stores with fuel pumps, banks, savings & loans, and credit union with drive-through facilities and retail sales and service with drive-through facilities. | Approved | Approval | Final unless appealed | 1 for; 0 opposed |
| | 4117 Spring Garden Street and 125 Manley Avenue | | 6 to 0 | | | |
| | Homer S. Wade for Adams Investments, Inc. | | | | | |

** Please see staff report for full list of conditions and uses

If you have any questions about these results, please contact Frederick Boateng or Mike Kirkman at 336-373-2144